

**TEMPLATE
SBIR PHASE I CONTRACT**

PART I – THE SCHEDULE

SECTION B -- SUPPLIES/SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY/UNIT</u>	<u>AMOUNT</u>
0001	Conduct research under SBIR Topic N95-XXX entitled “_____” ACRN: AA		
0001AA	First Monthly Progress Report	1 LO	\$ 9,000
0001AB	Second Monthly Progress Report	1 LO	\$ 9,000
0001AC	Third Monthly Progress Report	1 LO	\$ 9,000
0001AD	Fourth Monthly Progress Report	1 LO	\$ 9,000
0001AE	Fifth Monthly Progress Report	1 LO	\$ 9,000
0001AF	Sixth Monthly Progress Report	1 LO	\$ 9,000
0001AG	Final Report	1 LO	\$16,000
	TOTAL		\$70,000
0002	Contract Data Requirements List CDRL, DD Form 1423, Exhibit “A” NSP - Price included in price of Item 0001	1 LO	NSP

OPTION ITEMS (IF APPLICABLE)

0003	Preliminary work for Phase II under SBIR Topic _____ entitled “_____” ACRN: To be provided upon exercise of option.	1 LO	\$30,000
0004	Contract Data Requirements List List, CDRL, DD Form 1423, Exhibit “B” NSP - Price included in price of Item 0003	1 LO	NSP

NOTE A - Items 0003 and 0004 are OPTION ITEMS to which Clause H-403 “Exercise of Option (SBIR Contract)” applies, and which are to be supplied only if the options are exercised.

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C-401 SBIR CONTRACT SPECIFICATIONS/WORK STATEMENT (CLIN 0001 AND 0003)

(a) CLIN 0001 (and CLIN 0003, if the option is exercised) shall be in accordance with the contractor’s proposal entitled “_____” dated _____, which is attached to this contract. The work shall be conducted and

performed in accordance with the detailed obligations to which the contractor committed itself in the above referenced proposal in response to DoD Program Solicitation _____, Topic No. _____, entitled _____.

(b) The technical volume of the contractor's proposal is attached and hereby made subject to the provisions of the FAR 52.215-8 "Order of Precedence" clause. Under the "Order of Precedence" clause, the technical volume of the contractor's proposal is hereby designated as item (f) of the clause, following "the specification" in order of precedence.

PRESCRIPTION: Use Specification C-401 in all SBIR Phase I and SBIR Phase II contracts.

C-402 SBIR CONTRACT SPECIFICATIONS/WORK STATEMENT (CLIN 0002)

CLIN 0002 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated _____, Exhibit "A" of this contract.

PRESCRIPTION: Use Specification C-402 in all SBIR Phase I and SBIR Phase II contracts.

C-403 SBIR CONTRACT SPECIFICATIONS/WORK STATEMENT (CLIN 0004)

CLIN 0004, if the option is exercised, shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated _____, Exhibit "B" of this contract.

PRESCRIPTION: Use Specification C-403 in all SBIR Phase I and SBIR Phase II contracts.

C-404 RESEARCH AND ANALYTICAL WORK (SBIR PHASE I CONTRACT)

The contractor shall perform at least two-thirds of the research and/or analytical work under this contract unless approved in advance, in writing by the contracting officer.

PRESCRIPTION: Use Specification C-404 in all SBIR Phase I contracts.

C-405 PRINCIPAL INVESTIGATOR PRIMARY EMPLOYMENT (SBIR CONTRACT)

The primary employment of the principal investigator shall be with the contractor during the conduct of this contract. Primary employment means that more than one-half of the principal investigator's time is spent with the contractor.

PRESCRIPTION: Use Specification C-405 in all SBIR Phase I and SBIR Phase II contracts.

C-406 PLACE OF PERFORMANCE (SBIR CONTRACT)

The research or research and development work under this contract shall be performed in the United States. "United States" means the fifty states, the Territories and possessions of the United States, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and the District of Columbia.

PRESCRIPTION: Use Specification C-406 in all SBIR Phase I and SBIR Phase II contracts.

C-408 SUBMISSION OF AN ELECTRONIC SUMMARY OF THE FINAL REPORT (SBIR CONTRACT)

The contractor must submit an electronic summary of the final report directly to the Navy website in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated _____, Exhibit "A" of this contract. In addition, the contractor shall submit a copy of the electronic summary of the final report to the SPAWAR SBIR Program Office in accordance with the attached Contract Data Requirements List, CDRL, DD Form

1423, dated _____, Exhibit "A" of this contract. This electronic summary does not count as the final report. This electronic summary is due at the same time as the final report.

PRESCRIPTION: Use Specification C-408 in all Small Business Innovative Research (SBIR) Phase I and Phase II contracts.

SECTION D -- PACKAGING AND MARKING

D-305 PREPARATION FOR DELIVERY

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Military Standard Marking for Shipment and Storage".

PRESCRIPTION: Use Clause D-305 in contracts requiring commercial packaging and packing.

D-401 UNCLASSIFIED DATA

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

PRESCRIPTION: Use Clause D-401 in SBIR Phase I contracts when data that is not classified will be delivered.

5252.237-9203 MARKING OF REPORTS

All reports shall prominently show on the cover of the report:

- (1) name and business address of the contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Name

Activity

Office/Address

PRESCRIPTION: Use the SPAWAR 5252.237-9203 clause in all consulting, study and analysis, or professional and management support contracts.

SECTION E -- INSPECTION AND ACCEPTANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

I. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

<u>Reference</u>	<u>Title</u>	<u>Date</u>
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[Contracting officers shall (1) delete those clauses that do not apply to the specific contract to be awarded, and (2) insert the date for those remaining clauses.]

52.246-2	Inspection Of Supplies--Fixed Price*
52.246-7	Inspection of Research and Development Fixed Price
52.246-9	Inspection of Research and Development (Short Form)
52.246-16	Responsibility for Supplies*

* Applicable if a "prototype" is to be delivered under the Phase I contract.

E-303 INSPECTION AND ACCEPTANCE--DESTINATION

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the _____ or his duly authorized representative after receipt of supplies/services, or completion of services at destination.

PRESCRIPTION: Use Clause E-303 in contracts when inspection and acceptance will be at destination.

E-305 CONSTRUCTIVE ACCEPTANCE

The FAR 52.232-25 "Prompt Payment" clause is incorporated by reference in this contract. The constructive acceptance period specified in subparagraph (a)(5)(i) of the FAR 52.232-25 clause is modified to read 15 working days in lieu of seven days.

PRESCRIPTION: Insert Clause E-305 in SBIR Phase I contracts to specify the number of days allowed before constructive acceptance is assumed, if the standard 7 day period is not sufficient (see FAR 32.904(b)(1)(ii)(B)(4), FAR 32.908(c)(1) and DFARS 232.905(1) for specific guidance). FAR 32.904(b)(1)(ii)(B)(4) requires that the contracting officer must document in the contract file the justification for extending the constructive acceptance period beyond 7 days.

SECTION F -- DELIVERIES OR PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far/>

[Contracting officers shall (1) delete those clauses that do not apply to the specific contract to be awarded, and (2) insert the date for those remaining clauses.]

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
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52.242-15 Stop-Work Order
52.247-34 F.O.B. Destination*

* Applicable if a "prototype" is to be delivered under the Phase I contract.

F.1 TIME AND PLACE OF DELIVERY--F.O.B. DESTINATION

<u>ITEM</u>	<u>DESTINATION</u>	<u>QTY</u>	<u>DELIVERY SCHEDULE</u>
0001AA	<u>Program Office</u>	1 LO	30 DAYS AEDC *
0001AB	<u>Program Office</u>	1 LO	60 DAYS AEDC
0001AC	<u>Program Office</u>	1 LO	90 DAYS AEDC
0001AD	<u>Program Office</u>	1 LO	120 DAYS AEDC
0001AE	<u>Program Office</u>	1 LO	150 DAYS AEDC
0001AF	<u>Program Office</u>	1 LO	180 DAYS AEDC
0001AG	<u>Program Office</u>	1 LO	210 DAYS AEDC
0002	See CDRL	1 LO	See CDRL

*AEDC - After Effective Date of Contract

0003	<u>Program Office</u>	1 LO	4 months after exercise of option.
0004	See CDRL		

SECTION G -- CONTRACT ADMINISTRATION DATA

G-318 PATENT MATTERS POINT OF CONTACT

The Point of Contact regarding Patent Matters for this contract is:

Office of Patent Counsel
Attn: James A. Ward
SPAWARSYSCEN Code D0012
53510 Silver Gate Avenue
San Diego, CA 92152-5765

(619) 553-3001

PRESCRIPTION: Use Clause G-318 in SBIR Phase I contracts.

G-401 TECHNICAL POINT OF CONTACT (SBIR CONTRACT)

(a) The Point of Contact for the technical requirements of this contract (e.g., the Statement of Work) is:

Space and Naval Warfare Systems Command
Attn: M _____, Code _____
Bldg OT-____, Room. _____
4301 Pacific Highway
San Diego, Ca. 92110-3127

PH: (619) xxx-xxxx
FAX: (619) xxx-xxxx

(b) The Point of Contact for matters regarding the processes and requirements of the SBIR Program is:

Space and Naval Warfare Systems Command
Attn: Ms. Linda Whittington
Bldg C-60
4301 Pacific Highway
San Diego, Ca. 92110

PH: (858) 537-0146

(c) These technical points of contact do not have the authority to take any action, either directly or indirectly, that would change the pricing, quantity, place of performance, delivery schedule, or any other terms and conditions of the contract or to direct the accomplishment of effort which goes beyond the scope of the contractor's proposal.

PRESCRIPTION: Use Clause G-401 in all SBIR Phase I and SBIR Phase II contracts.

5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with ____ copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 of SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ___ a separate invoice for each activity designated to receive the supplies or services.
- ___ a consolidated invoice covering all shipments delivered under an individual order.
- ___ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

NAPS 5252.232-9002 INVOICES FOR CLASSIFIED CONTRACTS (JUL 1992)

To prevent disclosure of classified information, invoices submitted under this contract shall be so prepared that the supplies or services covered thereby can be identified only by reference to the contract. For example, the invoices may state "Contract N ___, Item 0001, 100 EA @\$1.00 = \$100.00." The security classification shown on the contract shall not appear on the invoice.

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H-341 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

PRESCRIPTION: Use Clause H-341 in all SBIR Phase I and Phase II contracts.

H-356 SUBMISSION OF INTERIM AND FINAL INVENTION REPORTS AND NOTIFICATION OF ALL SUBCONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK

(a) This contract contains the FAR 52.227-11 "Patent Rights--Retention by the Contractor (Short Form)" clause (including the DFARS 252.227-7039 "Patents--Reporting of Subject Inventions", and 252.227-7034, "Patents--Subcontracts" clauses), the FAR 52.227-12 "Patent Rights--Retention by the Contractor (Long Form)" clause, or the FAR 52.227-13 "Patent Rights--Acquisition by the Government" clause.

(b) Under these clauses, the Contractor is required to submit interim and final invention reports and notification to the Government of all subcontracts for experimental, developmental, or research work. The interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work may be submitted on DD Form 882 "Report of Inventions and Subcontracts."

(c) The Contractor shall submit interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work, including negative reports, to:

Office of Patent Counsel
Attn: James A. Ward
SPAWARSYSCEN Code D0012
53510 Silver Gate Avenue
San Diego, CA 92152-5765

(d) The Office of Patent Counsel designated above will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

PRESCRIPTION: Use Clause H-356 in SBIR contracts containing the FAR 52.227-11 "Patent Rights--Retention by the Contractor (Short Form)" clause.

H-357 AGREEMENT TO LICENSE--NO IMPLIED LICENSE

(a) Except as provided in paragraph (b) below:

(1) [Contracting officer insert name of company upon contract award] shall obtain a license from the U.S. Government under the following U.S. patents, patent applications and all patents issuing thereon, and under all patents that may issue and patent applications that may be filed on the following invention disclosures, on reasonable terms and conditions, consistent with law, regulation, and Navy policy prior to any manufacture, use, sale, lease, license, or conveyance of any kind of any process, machine, manufacture, or composition of matter that would, absent such license, infringe any claim of such patent(s)/application(s):

[Contracting officer insert list of patents/applications prior to the issuance of the solicitation]

(2) Nothing in this contract shall release [*Contracting officer insert name of company upon contract award*] from any obligation of or duty under any other Government contract; nor shall it grant to or confer upon [*Contracting officer insert name of company upon contract award*] any rights, express or implied,

- (i) to any invention other than a Subject Invention,
- (ii) under any patent application or patent assigned to the U.S. Government that is dominant over a patent protecting a Subject Invention,
- (iii) under any patent application or patent assigned to the U.S. Government protecting an invention other than a Subject Invention, or
- (iv) under the U.S. patent(s)/patent application(s) identified in paragraph (a)(1) above.

(b) No license from the U.S. Government shall be required for research, development, test and evaluation to be performed by [*Contracting officer insert name of company upon contract award*] under this contract.

PRESCRIPTION: Use Clause H-357 in SBIR Phase I and Phase II contracts for (1) "research and development" contracts involving Government inventions, or (2) contracts when the contractor will build or implement any Government invention. Use of this clause will require the contract specialist, contract coordinator, cognizant technical code personnel, and/or the Office of Patent Counsel (SPAWARSYSCEN San Diego Code D0012) to determine prior to the issuance of the solicitation what, if any, licensable patents/applications the Government holds, for insertion into the list of patent/applications in paragraph (a)(1) of the clause.

H-401 RENT-FREE USE OF GOVERNMENT PROPERTY (OCT 1998)

The Contractor may use on a rent-free, noninterference basis, as necessary for the performance of this contract, the Government property accountable under contract(s) _____. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all such property under this contract or any other contracts under which use of such property is authorized.

PRESCRIPTION: Use Clause H-401 when the contractor may use on a rent-free, noninterference basis, the Government property accountable under the contract.

H-402 GOVERNMENT-FURNISHED PROPERTY (OCT 1998)

The Government will furnish to the Contractor for use in the performance of the contract on a rent-free basis the Government-owned property listed in an attachment to this contract, subject to the provisions of the Government Property Clause of the Contract Clauses.

PRESCRIPTION: Use Clause H-402 when the contractor may use on a rent-free basis, the Government property listed in an attachment to the contract.

H-403 EXERCISE OF OPTION (SBIR PHASE I CONTRACT)

The Government, at any time after effective date of contract, may require the Contractor to furnish Option Items 0003 and 0004 for delivery at the time(s) and place(s) and at the price(s) set forth herein. This option shall be exercised, if at all, by written notice signed by the Contracting Officer and sent prior to 90 days after submission of the Phase II proposal.

PRESCRIPTION: Use Clause H-403 when the SBIR Phase I contract contains an option.

H-404 SBIR REPRESENTATION

The contractor, by signing this contract, represents that it is not currently being and has not previously been paid by an agency of the Federal Government for work that is essentially equivalent to the work to be provided under this contract.

PRESCRIPTION: Use Clause H-404 in all SBIR Phase I and SBIR Phase II contracts.

5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

PRESCRIPTION: Use the 5252.215-9210 clause in all contracts.

PART II – CONTRACT CLAUSES

SECTION I -- CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

I. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

<u>Reference</u>	<u>Title</u>	<u>Date</u>
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[Contracting officers shall (1) delete those clauses that do not apply to the specific contract to be awarded, and (2) insert the date for those remaining clauses.]

52.202-1	Definitions	
52.204-2	Security Requirements <i>(Use if DD Form 254 is an attachment to this contract)</i>	
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	
52.211-15	Defense Priority And Allocation Requirements	
52.215-2	Audit and Records--Negotiation	
52.215-8	Order of Precedence--Uniform Contract Format	
52.222-3	Convict Labor	
52.222-19	Child Labor--Cooperation with Authorities and Remedies	
52.222-21	Prohibition of Segregated Facilities	
52.222-26	Equal Opportunity	
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	
52.222-36	Affirmative Action For Workers with Disabilities	
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	
52.223-6	Drug Free Workplace	
52.225-13	Restrictions On Certain Foreign Purchases	
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	
52.227-10	Filing Of Patent Applications--Classified Subject Matter <i>(Use if DD</i>	

	<i>Form 254 is an attachment to this contract)</i>
52.227-11	Patent Rights--Retention By The Contractor (Short Form)
52.229-3	Federal, State And Local Taxes
52.232-2	Payments Under Fixed-Price Research And Development Contracts
52.232-8	Discounts For Prompt Payment
52.232-9	Limitation On Withholding Of Payments
52.232-11	Extras
52.232-16	Progress Payments**
52.232-17	Interest
52.232-23	Assignment Of Claims
52.232-25	Prompt Payment
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration*
52.233-1	Disputes
52.233-3	Protest After Award
52.242-13	Bankruptcy
52.243-1	Changes--Fixed Price
52.243-1	Changes--Fixed Price--Alternate V
52.245-2	Government Property (Fixed Price Contracts)***
52.245-4	Government-Furnished Property (Short Form)***
52.249-9	Default (Fixed-Priced Research And Development)
52.253-1	Computer Generated Forms

II. Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) Clauses

<u>Reference</u>	<u>Title</u>	<u>Date</u>
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[Contracting officers shall (1) delete those clauses that do not apply to the specific contract to be awarded, and (2) insert the date for those remaining clauses.]

252.204-7000	Disclosure Of Information
252.204-7001	Commercial and Government Entity (CAGE) Code Report*
252.204-7003	Control Of Government Personnel Work Product
252.204-7004	Required Central Contractor Registration*
252.204-7005	Oral Attestation of Security Responsibilities (<i>Use if FAR 52.204-2 clause is used.</i>)
252.223-7004	Drug-Free Work Force
252.225-7031	Secondary Arab Boycott of Israel
252.227-7016	Rights in Bid or Proposal Information
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program--Alternate I
252.227-7019	Validation of Asserted Restrictions--Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030	Technical Data--Withholding Of Payment
252.227-7034	Patents—Subcontracts
252.227-7036	Declaration of Technical Data Conformity
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7039	Patents--Reporting Of Subject Inventions

252.231-7000	Supplemental Cost Principals**
252.232-7004	DOD Progress Payment Rates**
252.242-7000	Postaward Conference
252.243-7001	Pricing Of Contract Modifications
252.245-7001	Reports of Government Property***

* As required by FAR Subpart 32.11 and DFARS Subpart 204.73, the FAR 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, clause shall be used with the DFARS 252.204-7004, Required Central Contractor Registration, clause in unclassified contracts. Exclude the DFARS 252.204-7001, Commercial and Government Entity (CAGE) Code Report, clause when the DFARS 252.204-7004, Required Central Contractor Registration, clause is used. As discussed in FAR 32.1103(d) and DFARS 204.7302, the FAR 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration, clause may be used in classified contracts, provided payment by electronic funds transfer may be made without compromising the safeguarding of classified information or national security. If payment by electronic funds transfer may compromise the safeguarding of classified information or national security, then payment by electronic funds transfer shall not be made.

** Section B of the contract should be structured with separately priced and payable line items that will enable the contractor to be paid as work progresses (i.e., separately priced reports as shown in the sample Section B). Alternately, the contract may authorize progress payments. If the contract authorizes progress payments insert the FAR 52.232-16, Progress Payments, clause with its Alternate I, the DFARS 252.231-7000, Supplemental Cost Principles, clause, and the DFARS 252.232-7004, DOD Progress Payment Rates, clause.

*** Insert the FAR 52.245-2, Government Property (Fixed Price Contracts) clause, or the FAR 52.245-4 Government Property (Short Form), clause when Government-furnished property will be provided to the contractor. The DFARS 252.245-7001, Reports of Government Property, clause shall also be used.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J -- LIST OF ATTACHMENTS

Attachment “1” -- Financial Accounting Data Sheet

Attachment “2” -- Contract Security Classification Specification, DD Form 254, dated XX XXXX XXXX
(*IF APPLICABLE*)

Attachment “3” -- Government Furnished Property List
(*IF APPLICABLE*)

Exhibit “A” -- Contract Data Requirements List (CDRL), DD Form 1423, dated XX XXXX XXXX

Exhibit “B” -- Contract Data Requirements List (CDRL), DD Form 1423, dated XX XXXX XXXX

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d)(1) The certification required by offerors under paragraph (b)(1) of this provision applies only to this procurement.

(2) Further, certifications are required only for awards in excess of \$100,000 made on or after December 23, 1989. Certifications are not required for contracts awarded prior to December 23, even if the contract is modified after that date.

PRESCRIPTION: (a) The prospective SBIR contractor is required to complete the provision at FAR 52.203-11 "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (Deviation)" prior to the award of any SBIR Phase II contract expected to exceed \$100,000.

(b) The SPAWAR Claimancy Clause Committee requires the completion of this provision by the prospective SBIR contractor prior to the award of any SBIR Phase I contract. The Committee requires the completion of this provision to place the prospective SBIR Phase I contractor on notice that the requirements of this provision will be a prerequisite for the award of a SBIR Phase II contract.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision;

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PRESCRIPTION: (a) The prospective SBIR contractor is required to complete the provision at FAR 52.209-5 "Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters" prior to the award of any SBIR Phase II contract expected to exceed the simplified acquisition threshold.

(b) The SPAWAR Claimancy Clause Committee requires the completion of this provision by the prospective SBIR contractor prior to the award of any SBIR Phase I contract. The Committee requires the completion of this provision to insure there are no responsibility issues prior to the award of a Phase I contract and to place the prospective SBIR Phase I contractor on notice that the requirements of this provision will be a prerequisite for the award of a SBIR Phase II contract.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

PRESCRIPTION: The prospective SBIR contractor is required to complete the provision at FAR 52.222-22 "Previous Contracts and Compliance Reports" prior to the award of any SBIR Phase I or Phase II contract that will include the FAR 52.222-26 "Equal Opportunity" clause. The FAR 52.222-26 "Equal Opportunity" clause is generally required in contracts exceeding \$10,000.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

PRESCRIPTION: The prospective SBIR contractor is required to complete the provision at FAR 52.222-25 "Affirmative Action Compliance" prior to the award of any SBIR Phase I or Phase II contract that will include the FAR 52.222-26 "Equal Opportunity" clause. The FAR 52.222-26 "Equal Opportunity" clause is generally required in contracts exceeding \$10,000.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g) of EPCRA and Section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33, or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

PRESCRIPTION: (a) The prospective SBIR contractor is required to complete the provision at FAR 52.223-13 "Certification of Toxic Chemical Release Reporting" prior to the award of any SBIR Phase II contract expected to exceed \$100,000 (including all options), unless it has been determined in accordance with FAR 23.906(b) that to do so is not practicable. Insert the clause at FAR 52.223-14 "Toxic Chemical Reporting" when the provision at FAR 52.223-13 is used and the contract amount exceeds \$100,000 (including all options).

(b) The SPAWAR Claimancy Clause Committee requires the completion of this provision by the prospective SBIR contractor prior to the award of any SBIR Phase I contract. The Committee requires the

completion of this provision to place the prospective SBIR Phase I contractor on notice that the requirements of this provision will be a prerequisite for the award of a SBIR Phase II contract.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) *Definitions.* As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

PRESCRIPTION: The prospective SBIR contractor is required to complete the provision at DFARS 252.209-7001 "Disclosure of Ownership or Control by the Government of a Terrorist Country" prior to the award of any SBIR Phase I and Phase II contract expected to be \$100,000 or more.

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) *Definitions.* As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government Description of Interest, Ownership Percentage, and Identification of Foreign Government

PRESCRIPTION: The prospective SBIR contractor is required to complete the provision at DFARS 252.209-7002 "Disclosure of Ownership or Control by a Foreign Government" prior to the award of any SBIR Phase I and Phase II contract when access to proscribed information is necessary for contract performance.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion**	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

PRESCRIPTION: The prospective SBIR contractor is required to complete the provision at DFARS 252.227-7017 "Identification and Assertion of Use, Release, or Disclosure Restrictions" prior to the award of any SBIR Phase I and Phase II contract that includes the clause at DFARS 252.227-7018 "Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program." The clause at DFARS 252.227-7018 "Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program" is required when technical data or computer software will be generated during performance of a SBIR Phase I and Phase II contract.

K-303 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL

The Contractor represents that he ☐ does, ☐ does not now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. (Include the names of such persons and the Naval activity that employs them.)

PRESCRIPTION: The prospective SBIR contractor is required to complete Provision K-303 prior to the award of any SBIR Phase I and Phase II contract. This provision is to be used with the H-341 "Employment of Navy Personnel Restricted" clause.

K-307 CONTRACT ADMINISTRATION OFFICE

Offeror shall provide cognizant defense contract administration office _____ with point of contact's name _____ and phone number _____.

PRESCRIPTION: The prospective SBIR contractor is to complete Provision K-307 prior to the award of an SBIR Phase I contract.